STATE OF IOWA BEFORE THE BOARD OF COSMETOLOGY ARTS & SCIENCES EXAMINERS

IN THE MATTER OF:	
TopNails License No. 002-002664) CASE NO.04-045)
and))) INFORMAL
Rau (Michael) Ta,) SETTLEMENT AGREEMENT,
License No. 840-00615	AND CONSENT ORDER
RESPONDENTS.))

The Iowa Board of Cosmetology Arts and Sciences Examiners (Board) and Top Nails, through its owner Rau (Michael) Ta and Rau (Michael) Ta, individually, (Respondents) enter into this Informal Settlement Agreement, and Consent Order (Agreement) pursuant to Iowa Code sections 17A.12(5), 272C.3(4) (2005), and chapter 645 Iowa Administrative Code (IAC) rule 12.1.

- 1. Respondent Top Nails presently possesses license number 002-002664 to operate a nail technology salon in the state of Iowa. The license is current and will next expire on December 31,2006. Board records indicate that Respondent's salon license was issued May 8, 1997, and the salon is located at 5015 SE 14th Street, Des Moines, Iowa 50320. Michael Ta's nail technology license number 840 00615, was issued on December 11, 1997, and will expire on March 31, 2007.
- A Statement of Charges against Respondents is currently pending before the Board.

SETTLEMENT AGREEMENT

3. Respondents, without admission of wrongdoing or guilt, agree not to contest the above stated charge before the Board.

- 4. Respondents have a right to receive notice of the charge and to request a hearing before the Board on the merits of the charge, but waive its right to notice and a hearing and all attendant rights, including the right to appeal or seek judicial review of the board's actions, by freely and voluntarily entering into this Agreement. This Agreement shall constitute the final order of the Board in this case.
- 5. Respondents agree that the State's counsel may present this Agreement to the Board and may have ex parte communications with the Board while presenting it.
- 6. This Agreement shall be part of the permanent record of Respondents and shaft be considered by the Board in determining the nature and severity of any disciplinary action to be imposed in the event of future violations.
- 7. Any failure by Respondents to comply with the terms and conditions of this Agreement shall subject Respondent to further licensee disciplinary action which could be initiated by the Board through the filing of a statement of charges with a hearing to be held on the merits.
 - 8. This Agreement is subject to approval by the Board:
 - (a) If the Board does not approve this Agreement, it shall be of no force or effect on either party and it shall not be admissible for any purpose in further proceedings in this matter.
 - (b) If the Board approves this Agreement, it shall fully dispose of all issues in this case.

- 9. This Agreement is a public record pursuant to Iowa Code sections 272C.3(4) and 272C.6(4) (2005).
- 10. This Agreement shall not be binding as to any new complaints received by the Board.

CONSENT ORDER

IT IS THEREFORE ORDERED;

- 11. Respondents' salon license and nail technology license shall be placed on probation for a period of eighteen (18) months. The salon wilLL not be subject to probation for this violation upon a bona fide sale and relicensing of the salon.

 However, a sale of the salon will not relieve Michael Ta of his probation, the additional continuing education requirement nor the monetary penalty assessed to him and this salon.
- 12. This Agreement shall not restrict or otherwise limit Respondent's operation of a nail technology salon in the state of Iowa except as expressly stated by the terms of this Agreement. During the probationary period, Respondents shall comply with the following terms:
 - (a) Respondents shall comply with all relevant statutes and administrative rules in the course of its operations as a nail technology salon.
 - (c) Respondents shall not have on its premises any cosmetic products containing substances which have been banned or otherwise deemed hazardous or deleterious by the FDA for use in cosmetic products, including, but not limited to, any product containing methyl methacrylate monomer and methylene chloride. The presence of any such product in Respondent salon shall be prima facie evidence of its use in Respondent salon.

- (C) Respondents shall maintain current MSDS in a file easily accessible for review.
- (d) Respondent Salon shall file quarterly reports with the Board listing all product(s) used in performing the services and that all labeling and sanitation rules are being complied with by the salon and no banned substances were in use. The failure of Respondent salon to provide complete and truthful information in the quarterly employee reports shall constitute a violation of this Agreement. The Board or its designee may verify the information provided in the quarterly reports through an examination of Board records by interviewing salon employees, or by conducting unannounced inspections of the Respondent salon.
- (e) Upon request of the Board, the owner of Respondent salon shall appear before the Board to report on the status of Respondent's operations as a nail technology salon and to answer any questions or concerns the Board may have regarding Respondent's compliance with this Agreement. The Board shall provide Respondent with reasonable notice of the date, time, and place of any requested appearance. Respondent agrees that any such appearance would be governed by 645 lowa Administrative Code rule 9.7 and that it waives any and all objections to the members of the Board both participating in the appearance and later participating as decision makers in a contested case proceeding.
- (f) Respondent Ta shall complete an additional six hours of continuing education approved by the Board. At least two hours shall be related to the safety and regulations applicable to the operation of a nail salon. These two hours shall be completed and evidence of completion forwarded to the Board within six months of signing of this Order, the remaining four hours shall be completed within one year. No more than two hours of the six additional hours shall be by self-study courses. The additional six hours shall not count toward the continuing education requirements for renewal of licenses.
- 13. Respondent Salon agrees to pay to the Board a civil monetary penalty of \$500 and Respondent Owner \$500. Respondents shall remit full payment of the civil monetary penalty to the Board within 30 days of the date this Agreement is executed by the Board.

14. Upon full compliance with the above terms and conditions, Respondents'
Nail technology license and license to operate a nail technology salon in the state of
lowa shall be restored to its full privileges free and clear of all probationary restrictions.

WHEREFORE, the terms of this Statement of Charges, Informal Settlement
Agreement, and Consent are agreed to and accepted by the Iowa Board of
Cosmetology Arts and Sciences and Respondent.

This informal settlement agreement and consent order is approved by the Board on August 23, 2005.